

18 November 1976

OFFICE OF PERSONNEL MEMORANDUM NO. 20-30-6

SUBJECT : Administration of Three-Year Leave Without Pay

REFERENCE : dtd 20 December 1972

RESCISSION: OPM 20-30-5, dtd 27 Apr 73

1. Current policy allows up to three years leave without pay (LWOP) for employees who depart staff employee positions in order to accompany spouses to foreign duty stations. The referent contains procedural advice and a copy of the Memorandum of Understanding which the spouse must sign upon entering three-year LWOP status. The purpose of this OPM is to provide additional guidance to component Personnel Officers to ensure that the employee's status is maintained correctly.

2. Proper administration of employees in this status can become very complex. The following example illustrates the necessary actions and the need for close coordination between components.

a. Employee in Component A is selected for PCS foreign assignment. The individual's spouse is employed by Component B. The spouse requests LWOP from Component B (assuming that he/she wishes to retain employee status). The spouse signs the Memorandum of Understanding. Component B prepares Personnel Action placing the spouse in LWOP status upon expiration of annual leave (duration of LWOP not to exceed three years). Component B also obtains undated resignation from the employee which will be processed if and when employed under contract by the field station.

b. Component B notifies Component A that the employee is being placed in three-year LWOP status.

c. Component A advises field station that the employee will be accompanied by spouse in LWOP status.

d. Field station either hires spouse on contract or does not. If not, spouse remains in LWOP for duration of assignment and upon departure (within three years) is returned to duty from LWOP subject to the availability of a suitable position. Normally, this Personnel Action (return to duty) will be effected by the spouse's parent component (Component B). By the granting of LWOP, a Career Service incurs an obligation to make every effort to provide active employment at the end of the approved leave period. Insofar as possible, reemployment should be provided at the employee's previously held grade and in a position of like status.

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e. If the field station decides to hire the spouse on contract, a contract is prepared and forwarded to Headquarters. Upon receipt of this contract, Component A advises Component B. Component B submits a "Resignation from LWOP" Personnel Action.

f. Prior to the spouse's departure from the field, the field station terminates the contract and advises Headquarters. Component A notifies Component B of the contract termination. Component B immediately prepares two Personnel Actions, the first "Excepted Appointment" and the second "Leave without Pay." If the spouse's previous staff employment was as a professional or technical, Component B will forward the two actions to Professional Staffing Branch, Staff Personnel Division for processing; if the spouse's previous staff employment was as a clerical, the two actions will be sent to Clerical Staffing Branch, Staff Personnel Division for processing. Together these actions return the spouse to staff employee status as of the date following the contract termination and continue the three-year LWOP. Time spent as a contract employee is part of the three-year period and does not extend the three-year time limit.

3. Field contracts prepared for employees in this three-year LWOP status will contain the following statement to ensure protection of the employee's right to convert from contract to staff employee-LWOP status:

Your status as an appointed employee of this organization on extended LWOP will be terminated close of business the day preceding the effective date of this contract. Should this contract or any extension hereof be terminated prior to your spouse's return to headquarters and within three (3) years from the original effective date of said LWOP status, you will be reinstated in said status, effective the day following your contract termination date. The Memorandum of Understanding you signed in connection with that arrangement shall once again assume full force and validity except that the maximum three-year period of LWOP referred to therein shall be considered to include the total period of time this contract was in effect.

[Redacted Signature]

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Director of Personnel

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